BILL NO. S-86-12-11

SPECIAL ORDINANCE NO. S-21686

AN ORDINANCE approving Contract for Industrial Road-Ley Road Storm Sewer, Res. 413-85, between the City of Fort Wayne, Indiana and Land Excavating, Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract for Industrial Road-Ley Road Storm Sewer, Res. 413-85, between the City of Fort Wayne, by and through its Board of Public Works and Safety, and Land Excavating, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

the Contract for Sewer Improvement Project is described as per the attached Resolution;

the Contract price is One Hundred Thirty-Nine Thousand Six Hundred and No/100 Dollars ($139,600.00).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract, on November 25, 1986. Two (2) copies of the Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 12-9-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third ~~time~~ in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY				✓	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 12-23-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-216-86 on the 23rd day of December, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of December, 19 86, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of December, 19 86, at the hour of 11 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

HI 76-91-1
8/1/86

"INDUSTRIAL ROAD-LEY ROAD STORM SEWER IMPROVEMENT PROJECT"
Amended Resolution 413-1985
"Construction"

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of main sewers, which from their size and character is not only intended and adapted for use by property holders, whose property abuts the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed be and the same is hereby ordered within the following described area:

Bounded on the North by a line 300± LF South of and parallel to the centerline of Ley Road; bounded on the South by a line 1600± LF South of and parallel to the centerline of Ley Road; bounded on the West by a line 700± LF West of and parallel to the centerline of Industrial Road; and bounded on the East by ConRail (formerly known as Penn Central Railroad).

Main Line:
Beginning at a proposed outfall structure located 1225± LF South of and 20± LF East of the centerline intersection of Ley Road and ConRail Railroad right-of-way (formerly Penn Central Railroad); thence West at a distance of 730± LF to a proposed manhole hereinfater referred to as Structure #4; thence North along and parallel to the West right-of-way of Industrial Road at a distance of 720± LF terminating at a proposed manhole located 500± LF South of and 25± LF West of the centerline intersection of Ley Road and Industrial Road.

Lateral A
Beginning at a proposed manhole located 780± LF South of and 25± LF West of the centerline intersection of Ley Road and Industrial Road; thence West at a distance of 280± LF; thence South at a distance of 100± LF terminating at a proposed inlet structure located 875± LF South of and 335± LF West of the centerline intersection of Ley Road and Industrial Road.

Said sewers shall be 12", 15", 18", 21", 24", 27", 36" and 54" in diameter.

And, said sewers with all appurtenances shall be constructed in accordance with the plans, profiles, specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said drainage improvement shall be paid from and shared by the City of Fort Wayne Storm Relief Funds and by benefited property owners.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum set by the Board of Public Works & Safety and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property and collection of assessments, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental hereof.

ADOPTED this 1st day of August 1986.

BOARD OF PUBLIC WORKS & SAFETY

By _____
David J. Kiester, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:

_____
Helen Gochenour, Clerk

This instrument prepared by Richard I. Snouffer, Associate City Attorney

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: Industrial Road-Ley Road Storm Sewer Contract No. 413-1985

CONTENTS Amended Resolution No. 413-1985

Check if Contained	Pages	
X	1 of 73	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1 - SI/2	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/2	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/4	Special Project Specifications
X	RR/1-RR/24	Railroad Specifications

ATTACHMENTS

X		Project Plans Drawing # SY-11139, 7 SHEETS
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
X	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X	CO/1-CO/2	Change Order - Specimen Form
X	AP/1	Apartheid Policy

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	____%	____%	____%	____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

****

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: Jack Brian

Its President

Offer Date 10-15-86

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

[signature]

Peter R. [signature]

J.D. Consalvos

CITY OF FORT WAYNE

[signature]

Win Moses, Jr., Mayor

AWARD Date 11-19-86

ALTERNATE BID "AMENDED" DATE 9/24/86

PROJECT NAME: INDUSTRIAL ROAD-LEY ROAD STORM SEWER - Resolution 413-1985 SI/2

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	Railroad Crossing-OPEN CUT (Complete)	Lump Sum	4880.00	4880 —
2	36" RC Pipe Class V	680± LF	61.00	41480 —
3	30" RC Pipe Class IV	260± LF	44.00	11440 —
4	27" RC Pipe Class IV	210± LF	42.00	8820 —
5	24" RC Pipe Class IV	110± LF	40.00	4400 —
6	18" RC Pipe Class IV	490± LF	26.00	12740 —
7	15" RC Pipe Class IV	220± LF	25.00	5500 —
8	12" CMP Pipe (Bituminous Coating)	150± LF	7.20	1080 —
9	Std. 72" Manhole type II-G	1± EA	2200.00	2200 —
10	Std. 60" Manhole Type II-G	1± EA	1600.00	1600 —
11	Std. 48" Manhole Type III-G	1± EA	700.00	700 —
12	Std. 48" Manhole Type I-B and/or I-G	3± EA	900.00	2700 —
13	Std. 36" Inlet Type II-G	1± EA	400.00	400 —
14	Special 4'x4' Utility Manhole type G Casting	3± EA	1445.00	4335 —
15	Special Concrete Headwall Structure	Lump Sum	955.00	955 —
16	24" and 18" Metal End Sections	2± EA	185.00	370 —
17	12" Metal End Sections	8± EA	150.00	1200 —
18	#53 of #73 Stone Backfill	1,800± CY	6.50	11700 —
19	Rip Rap	100± Tons	11.80	1180 —
20	Asphalt Drive (5" #9 Binder, 1" A-2 Sur)	50± SY	17.00	850 —
21	Asphalt Road (9" #9 Binder, 1" A-2 Sur)	50± SY	28.00	1400 —
22	6" Chip and Seal Drive	200± SY	3.00	600 —
23	6" Limestone for Drive	350± SY	2.00	700 —
24	4" Stone Berm (road)	700± SY	1.30	910 —
25	Clearing, Grubing Removal of Debris	Lump Sum	1100.00	1100 —
26	12"-15" RCP and CMP Removal (complete)	600± LF	2.00	1200 —
27	4"-12" Field Tile Replacement	200± LF	4.00	800 —
28	Existing 12" CMP Cleaning	75± LF	2.00	150 —
29	Ditch Construction (complete)	700± LF	11.20	7840 —
30	Road Side Ditching, Swale Construction	1,000± LF	2.05	2050 —
31	Seeding, 2" Mulch, Fertilizer & Topsoil	6,000± SY	0.53	3180 —
32	Restoration	Lump Sum	1140.00	1140 —

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. Participating Member of FW Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement

_____ %

Alternate Bid-Total Construction Cost $139,600 00

BASE BID "AMENDED" DATE 9/24/86

PROJECT NAME: INDUSTRIAL ROAD-LEY ROAD STORM SEWER - Resolution 413-1985 SI/1

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	Railroad Crossing-BORING (Complete)	Lump Sum	30130.00	30130 -
2	36" RC Pipe Class V	680± LF	61.00	41480 -
3	30" RC Pipe Class IV	260± LF	44.00	11440 -
4	27" RC Pipe Class IV	210± LF	42.00	8820 -
5	24" RC Pipe Class IV	110± LF	40.00	4400 -
6	18" RC Pipe Class IV	490± LF	26.00	12740 -
7	15" RC Pipe Class IV	220± LF	25.00	5500 -
8	12" CMP Pipe (Bituminous Coating)	150± LF	7.20	1080 -
9	Std. 72" Manhole type II-G	1± EA	2200.00	2200 -
10	Std. 60" Manhole Type II-G	1± EA	1600.00	1600 -
11	Std. 48" Manhole Type III-G	1± EA	700.00	700 -
12	Std. 48" Manhole Type I-B and/or I-G	3± EA	900.00	2700 -
13	Std. 36" Inlet Type II-G	1± EA	400.00	400 -
14	Special 4'x4' Utility Manhole type G Casting	3± EA	1445.00	4335 -
15	Special Concrete Headwall Structure	Lump Sum	955.00	955 -
16	24" and 18" Metal End Sections	2± EA	185.00	370 -
17	12" Metal End Sections	8± EA	150.00	1200 -
18	#53 of #73 Stone Backfill	1,800± CY	6.50	11700 -
19	Rip Rap	100± Tons	11.80	1180 -
20	Asphalt Drive (5" #9 Binder, 1" A-2 Sur)	50± SY	17.00	850 -
21	Asphalt Road (9" #9 Binder, 1" A-2 Sur)	50± SY	28.00	1400 -
22	6" Chip and Seal Drive	200± SY	3.00	600 -
23	6" Limestone for Drive	350± SY	2.00	700 -
24	4" Stone Berm (road)	700± SY	1.30	910 -
25	Clearing, Grubing Removal of Debris	Lump Sum	1100.00	1100 -
26	12"-15" RCP and CMP Removal (complete)	600± LF	2.00	1200 -
27	4"-12" Field Tile Replacement	200± LF	4.00	800 -
28	Existing 12" CMP Cleaning	75± LF	2.00	150 -
29	Ditch Construction (complete)	700± LF	11.20	7840 -
30	Road Side Ditching, Swale Construction	1,000± LF	2.05	2050 -
31	Seeding, 2" Mulch, Fertilizer & Topsoil	6,000± SY	0.53	3180 -
32	Restoration	Lump Sum	1140.00	1140 -

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. Participating Member of FW Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement

_____ %

Base Bid-Total Construction Cost $164,850 00

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Industrial Road-Ley Road Storm Sewer Improvement
Amended Resolution 413-1985

All work will be performed in accordance with: Resolution No. 413-1985, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF $ 164,850.00* . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

Alternate Bid: $139,600.00

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ___ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ price per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____ 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 15 day of October, 1986.

Land Excavating, Inc.
Name of Corporation

By: _____
President

ATTEST:

Steve Elonzue

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland & Sons Trucking		hauling
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Soils Engineering & Excavating, Inc.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

By _____

Its President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

Land, Inc. has been able to meet this goal, and will continue to strive to do so.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By _____

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~xxxx~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by Jack Braun
this 15 day of October, 1986.

My Commision Expires:

April 28, 1990

Notary Public
Resident of Noble County

****

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

_____

Notary Public
Resident of _____ County

****

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

_____

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President

_____, of land Excavating, Inc.
Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 10-15-86

Jack Braun
Signature

Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 15 day of October, 1986.

Jack Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Land Excavating, Inc., that same does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 15 day of October, 1986.

Land Excavating, Inc.
(Name of Bidder/Vendor)

Jack Braun
(Name and Title of Person Signing)
Jack Braun, President

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, Indiana 46763
as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS & SAFETY, City-County Building, Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid - Dollars ($ - - - - - - - - - - - -), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Industrial Road - Ley Road
Storm Sewer
Resolution 1413-1985

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of October A.D. 1986

Jay Brown
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)

Jack Brown
(Title)
President

RELIANCE INSURANCE COMPANY

Gerald C. Kramer
Gerald C. Kramer, Jr., Attorney-In-Fact

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 15th day of October 1986.

Assistant Secretary

BDR-1431 Ed. 6/79

Bond No. B 66 29 65

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS & SAFETY
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of ONE HUNDRED THIRTY-NINE THOUSAND, SIX HUNDRED & NO/100

. . . . . Dollars ($ 139,600.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated NOVEMBER 19, 19 86 , entered into a contract with Owner for STORM SEWER, INDUSTRIAL ROAD-LEY ROAD, RESOLUTION 1413-1985

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this NINETEENTH day of NOVEMBER 19 86

Jay Braun
(Witness)

Susan M. Braun
(Witness)

LAND EXCAVATING, INC. (Seal)
(Principal)

By: Jack Braun, President
(Title)

RELIANCE INSURANCE COMPANY

Fred L. Tagtmeyer
(Title)

Fred L. Tagtmeyer - Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P.O.Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS & SAFETY
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE HUNDRED THIRTY-NINE THOUSAND, SIX HUNDRED & NO/100 . . . . . Dollars ($ 139,600.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated NOVEMBER 19, 19 86 , entered into a contract with Owner for STORM SEWER, INDUSTRIAL ROAD-LEY ROAD, RESOLUTION 1413-1985

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Lorraine E. Dirmeyer

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19TH day of NOVEMBER 1986.

Assistant Secretary James F. Marckstein

BDR-1431 Ed. 6/79

1422

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Industrial Road-Ley Road Storm Sewer - Res. 413-85

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety A-86-12-11

SYNOPSIS OF ORDINANCE The Contract for Res. 413-85, Industrial Road-Ley Road Storm Sewer Improvement Project is described as per the attached resolution. Land Excavating, Inc. is the contractor. PRIOR APPROVAL WAS RECEIVED 11/25/86.

EFFECT OF PASSAGE Improved storm sewer conditions for the attached described area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $139,600.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-12-11

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Industrial Road-Ley Road Storm Sewer, Res. 413-85, between the City of Fort Wayne, Indiana, and Land Excavating, Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 12-23-86

SANDRA E. KENNEDY
CITY CLERK